

ADVERTISING

Technical Guide
For Licensed Products

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UNITED STATES
POSTAL SERVICE®

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INTRODUCTION

In the event of a conflict between this document and the standard USPS® License Agreement(s), the terms of the standard USPS License Agreement(s) prevail.

The information contained in this document has been extracted from documents, such as the standard NCOA^{Link™} License Agreement and Postal Formatting Registrations & Trademarks. This information can be disclosed to the public.

The purpose of this guide is to assist Licensees in their creation of clear and concise marketing materials for their USPS Licensed Products. The United States Postal Service® does not provide any form of advertising to Licensees, although the USPS provides a Required Text Document to accompany the NCOA^{Link} Processing Acknowledgement Form. This document provides customers important information on the NCOA^{Link} process and must be given to all customers. It is the Licensees' responsibility to market their Licensed Product to the public and adhere to the advertising guidelines set forth in the License Agreement(s) and by the USPS.

Licensees' advertisements should be free of misrepresentations and misleading information and USPS trademarks should be properly formatted with either the registered or trademark symbol. If Licensees, their customers or brokers state misleading information or misrepresent Licensed Products in any way, the Licensees' Product license can be fined and/or suspended. If problems persist, it can ultimately lead to termination of the Product license. Bear in mind the Postal Service[™] performs random checks on Licensees and their customers' and/or brokers' advertisements.

The ultimate goal of advertisement review is to make sure the United States Postal Service and its Licensed Products are properly represented.

This document is a work in progress and is subject to change. Based on new directives from the USPS Legal Department and clarifications and questions from Licensees, this document may be revised. The latest version will be posted to the RIBBS Web site.

The majority of the information contained in this document has been provided by the USPS Legal Department and the National Customer Service Support Center. The content provided on the USPS Web site and in other USPS documentation may not adhere to these guidelines, specifically the registrations and trademarks; however the USPS is working diligently to comply with these rules in all aspects of the Postal Service.

The information specifically stated in this document as applicable to the NCOA^{Link} Product is applicable to all USPS Licensed Products managed by the National Customer Support Center.

WHERE TO SEND ADVERTISEMENTS

All advertisements should be sent to ncoalink@usps.gov.

ADVERTISING GUIDELINES

The standard NCOA^{Link™} License Agreement outlines the advertising guidelines in the Trademarks, Marketing, Approvals section. These guidelines are found in Section 5 of the NCOA^{Link} Full Service and Limited Service License Agreements and Section 7 of the NCOA^{Link} Software Interface Distribution License Agreement. The NCOA^{Link} Software Interface Developer License Agreement outlines advertising in Section 5, USPS's Intellectual Property Rights and Developer's Limited Advertising Rights. These sections of the License Agreements are not the full extent to which Licensees should follow in their advertisements. Licensees must adhere to all of the sections in the License Agreements.

The advertising guidelines are also detailed in other Licensed Products, such as LACS^{Link™}, DPV[™], DSF^{2™}, RDI[™] and *FASTforward*[®] Multiline Optical Character Reader (MLOC). The advertising guidelines are outlined for the above-mentioned Products in their respective License Agreements. Sections of the License Agreements and the language used for advertising guidelines in these Products differ from the standard NCOA^{Link} License Agreements; however all of the USPS License Agreements connote the same rules.

ADVERTISING RULES OUTLINED IN LICENSE AGREEMENT

It is the sole responsibility of the Licensees to make sure their company, customers and brokers adhere to the advertising guidelines set forth in the License Agreements. The guidelines in the NCOA^{Link} Full Service License Agreement are cited below, though the following rules are applicable to all of the USPS Licensed Products.

- **All advertising must be approved by the USPS prior to public release.**

Sections 5.9 and 5.10 state:

"To ensure that prospective purchasers are not misled by any aspect of the advertising and method of sale used by Licensee to sell Licensee's Services, to ensure that the relationship between the Licensee and USPS is correctly represented, to ensure that USPS Trademarks are displayed correctly, and for other similar purposes, the Licensee shall submit to USPS, well prior to any use, ("use" includes, but is not limited to, display or distribution) samples of each proposed method of sale and each proposed piece of advertising, promotional material, product literature, packaging, and other proposed use of any USPS Trademarks.

Licensee shall not publish or distribute any advertising, promotional materials, product literature, or packaging for or concerning Licensee's Services until after it has received approval from USPS. USPS shall grant or withhold approval solely at its discretion."

Each piece of advertising that mentions any of the USPS Licensed Products should be submitted to the USPS for approval prior to public release. The normal turnaround period for advertisement review is 7 – 10 business days, as volumes allow. Press releases are allowed 14 business days for review. It is the sole responsibility of the Licensees to ensure advertisements are received well in advance to avoid delays in scheduled releases of submitted promotional materials.

When an advertisement is received by the USPS via email or mail, it is thoroughly reviewed for trademarks, misleading or erroneous information. If revisions are required, they are noted in an email message, along with the USPS document number, and resubmitted to the requestor(s). Once the revisions are received and completed, Licensees must resubmit the updated document for review and approval. Upon approval, Licensees are sent an email message stating the advertisement has been approved.

If advertisements are submitted with more than four (4) errors, the advertisements will be returned to the Licensees without further review from the USPS®. These errors include, but are not limited to, registrations, trademarks and disclaimers. Prior to submission, Licensees should review their advertisements carefully to ensure these errors do not occur.

If previously approved advertisements are revised by the requestor, Licensees should resubmit the advertisement. The USPS will make the determination whether the advertisement has to be resubmitted for review.

Advertisements that do not mention any of the USPS Licensed Products do not have to be submitted for review and approval. If Licensees would like to submit advertisements that do not mention any USPS Licensed Products for review of proper registrations and trademarks they may do so, although these advertisements will be reviewed only after advertisements requiring USPS approval have been reviewed.

- **All advertisements must include USPS disclaimers.**

Sections 5.6 and 5.7 state:

“Licensee agrees that each piece of Advertising related to Services provided under this Agreement shall display the words “[Licensee] is a non-exclusive Full Service Provider Licensee of the United States Postal Services” once, but not more than once; will direct that all payment for Licensee’s Service shall be made payable to Licensee; shall clearly state that the price for Licensee’s Services “are not established, controlled or approved by the United States Postal Service;” if the Advertising contains commercial advertising for Licensee’s other services or for its products or for others, a statement that such advertising is neither approved nor endorsed by the United States Postal Service.

Each piece of Licensee’s Advertising for Services licensed under this Agreement, or otherwise referencing such Services, that displays a USPS Trademark shall be accompanied by an acknowledgement of USPS ownership of that Trademark in the following form: “The following trademarks are owned by the United States Postal Service®: [insert all USPS Trademarks used in the product, packaging, product literature, or advertising at issue here].”

Licensees must include disclaimers on all of their advertisements. Licensees must state they are a non-exclusive Licensee of the United States Postal Service. Licensees must include the Trademark Disclaimer and list all of the registrations and trademarks used in their advertisements. If prices for Licensed Products are not mentioned in advertisements, the pricing disclaimer is not required.

- **Licensees should not imply they are a partner of the USPS.**

Section 5.8 states:

“Licensee agrees not to employ in its advertising or in-person marketing any language or other representation or sales technique from which a prospective purchaser might infer that Licensee or its agent is an employee or representative of USPS.”

Furthermore, Section 16 says:

“This Agreement does not create a partnership or joint venture between the parties and Licensee shall have no power to obligate or bind USPS in any manner whatsoever.”

Advertisements should not insinuate a partnership between Licensees and United States Postal Service®. Licensees may only state they hold a non-exclusive license with the United States Postal Service.

- **Licensee must not claim ownership of any Licensed Product.**

Section 6 states:

“USPS represents that it is the sole owner of the Intellectual Property Rights in the Service Materials and the USPS Trademarks. Licensee agrees and acknowledges that USPS is the sole owner of the Intellectual Property Rights in the Service Materials, including the NCOA^{Link} Product, any subsequent revisions thereof or improvements thereon.”

Licensed Products are owned by the USPS®. For example, the NCOA^{Link™} Product encompasses the highly encrypted, confidential, and proprietary system provided by the USPS for updating address information in mailing lists. This Product is owned by the USPS. Licensed Developers are the owners of the NCOA^{Link} Certified Interface, which contains the NCOA^{Link} Product and together create the NCOA^{Link} Interface. Customers purchase the certified NCOA^{Link} Interface from a Licensed Distributor to update change-of-address information.

USPS ownership rights are exclusive to all USPS Licensed Products.

- **Licensees are not permitted to create new movers lists and/or perform skip tracing services using NCOA^{Link} nor are Licensees allowed to advertise these services and NCOA^{Link} together.**

Sections 2.1 and 2.3 state:

“The purpose of this Agreement is to license the NCOA^{Link} Product and the other Service Materials for use in the Field of Use at the Site(s) with Interface Products on one or more Platforms to Update Mailing Lists used to prepare Deliverables for delivery by the USPS.

Licensee has no right to develop or use any NCOA^{Link} Product, service, interface, Interface Product, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses of only new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOA^{Link} Product for the purpose of renting, selling, transferring, disclosing, making available, or otherwise providing such information to an entity unrelated to Licensee.”

The use of the NCOA^{Link} Product to create new movers lists and/or to perform skip tracing services is a direct violation of the NCOA^{Link} License Agreement. Any advertisements found marketing these services will result in a letter sent to the Licensee requesting written explanation of their services and the use of NCOA^{Link}. An on-site audit conducted by representatives from the USPS may also occur.

These rules are only a sample of the advertising guidelines the Licensees must adhere to. The submission of the advertisements to the USPS is the first rule to follow to remain in compliance with the License Agreements for USPS Licensed Products.

As previously stated, the USPS has the right to refuse advertisements at its sole discretion.

USPS DOCUMENT NUMBERS

All advertisements must include the USPS assigned document number on each approved advertisement. This document number will ensure the material was reviewed and approved by the USPS. In addition, the document number will allow the USPS to verify no changes were made to the advertising material after USPS approval. If such material is found, the Licensee will be subject to punitive action.

If the USPS finds an advertisement without the assigned document number, the USPS will check to see if the advertisement was submitted for review and approval. If the advertisement was submitted for review and approval, the Licensee will be asked to include the USPS assigned document number on the advertisement. If the advertisement was not submitted for review and approval, a letter will be sent to the Licensee requesting a written explanation as to why the advertisement was not submitted to the USPS prior to public release.

PATENTS

As the USPS acquires patents for certain products, patent information must be included in advertisements. Licensees will be notified of the required patent language to be included in advertisements in a separate directive from the USPS.

WHAT ARE ADVERTISEMENTS?

Advertisements are considered any method of sale to promote Licensed Products to the public. This includes, but is not limited to, press releases, Web content, brochures, marketing materials, slide presentations, catalogs, manuals, newsletters, trade show materials, magazine articles and ads.

Licensees uncertain if specific documents are considered advertisements should submit the documents for review. A representative of the Licensing Department will contact Licensees within five business days to let them know if the submitted material requires USPS® approval.

BROKER ADVERTISING

Broker advertising must include acknowledgement that processes for various services is performed by a non-exclusive licensee of the United States Postal Service®. All broker advertising needs to include the following disclaimer: “[Product] processing is provided by a non-exclusive licensee of the United States Postal Service.” Additionally, their advertisements should include this disclaimer: “The following trademarks are owned by the United States Postal Service: [list all of trademarks used in the advertisement].”

It is the responsibility of the Licensees to ensure their brokers adhere to the advertising guidelines, which include the appropriate statements on their advertisements. It is also the Licensees’ responsibility to make sure their brokers’ advertisements accurately represent the Licensed Products, do not state false claims and are not misleading.

When the USPS finds advertisements that are missing disclaimers, misleading or misrepresenting Licensed Products, Licensees that handle the brokers’ customer files will be asked to contact the brokers for advertisement corrections. If brokers continue to have missing disclaimers and/or erroneous information in their advertisements, Licensees could have their Product license suspended. If the problems persist, it can ultimately lead to the termination of the Product license.

If a Licensee’s Product license is suspended or terminated because a broker is continually out of compliance, a letter will be sent to all Licensees directing them not to perform processing for this particular broker. Licensees who disregard this letter and perform processing for this broker will be fined or their Product license will be suspended.

REGISTRATIONS AND TRADEMARKS

A trademark includes any word, name, symbol, or device, or any combination used, or intended to be used, in commerce to identify and distinguish the goods of one manufacturer or seller from goods manufactured or sold by others, and to indicate the source of goods. Essentially, a trademark is a brand name. A trademark is followed by the TM symbol.

A service mark is the same as a trademark, except it identifies and distinguishes the source of a service rather than a product.

A registered trademark is registered with the United States Patent and Trademark Office (USPTO). It is followed by the [®] symbol.

According to the USPTO, registered trademarks provide advantages, such as:

- constructive notice to the public of the registrant's claim of ownership of the mark;
- a legal presumption of the registrant's ownership of the mark and the registrant's exclusive right to use the mark nationwide on or in connection with the goods and/or services listed in the registration;
- the ability to bring action concerning the mark in federal court;
- the use of the U.S. registration as a basis to obtain registration in foreign countries; and
- the ability to file the U.S. registration with the U.S. Customs Service to prevent importation of infringing foreign goods.

Hence a registered trademark holds more protection than a trademark.¹

FORMATTING OF REGISTRATIONS AND TRADEMARKS

In addition to the guidelines set forth in the standard License Agreement(s), advertisements are reviewed for the proper formatting of registrations and trademarks. This entails depicting the correct marking on USPS trademarks. This marking is either the trademark or registered trademark symbol.

The representations of the registrations and trademarks are as follows:

- Registered – ® = Alt + 0174 (or left parenthesis R right parenthesis)
- Trademark – TM = Alt + 0153 (or left parenthesis TM right parenthesis)

Once the symbols are added to registrations and trademarks, they must be properly formatted. To Superscript in Microsoft Word, highlight the words and/or symbol. Choose Format, Font, Superscript and then click OK. The registered trademark symbol (®) must be manually superscripted; the trademark symbol automatically superscripts. When denoting trademarks, registered trademark and trademark symbols must not be double-superscripted.

RIGHT: USPS[®]
WRONG: USPS®

¹ The definitions and information in this section was obtained from the United States Patent and Trademark Office Web site.

The registered trademark symbol should be superscripted.

RIGHT: NCOA^{Link™}
WRONG: NCOA^{Link™}

When writing Product names, such as NCOA^{Link™}, only “Link” should be superscripted. To check for double-superscripting, highlight the trademark symbol and choose Format, Font and Superscript. If Superscript is checked, click to remove.

However if Superscript fonts are not available, all other format elements must be maintained. For example, NCOA^{Link™} becomes NCOALink(TM). Under no other circumstances is this permissible. Advertisements that do not follow this guideline will not be approved.

PROPER USE OF TRADEMARKS

The proper use of trademarks is also noted in advertisement review. For documents two pages or less, trademark or registered trademark symbols should be denoted once in the most prominent place, such as the headline or tagline. If documents are more than two pages, including but not limited to, brochures or pure textual material in a booklet, trademark or registered trademark symbols should be used as often as needed to ensure those reviewing, editing, interpreting and/or reading the material understands the USPS® is the owner of the trademarks.

On Web pages and slide presentations, registered trademark and trademark symbols should be noted on the first occurrence on every page registrations and trademarks appear.

PRODUCT NAMES

Licensees should not spell out the text representation of trademarked Product names, such as NCOA^{Link™}, DSF^{2™} and CASS[™]. The text representation should not be spelled out immediately following or preceding the Product name.

The spelled out text representation of the trademarked product name dilutes the trademark. The spelled out text representation is considered simply a description of what the product is or what the product does.

For example if Licensees and/or their customers use the term “DSF^{2™} (Delivery Sequence File Second Generation)”, DSF² is no longer a Product name. It is merely a generic term which stands for Delivery Sequence File Second Generation.

Licensees may argue that separating the Product name from the clarified text representation presents a disservice to customers because customers will not understand what the product is, which can also serve as a potential disadvantage to Licensees. However the USPS believes more knowledgeable mailers will understand the functions of the products, particularly combined with descriptive phrases or sentences that does not include the spelled out text representation. Less experienced mailers will most likely contact the sales representatives or Licensees for questions concerning the Products and change-of-address processing.

NCOA^{Link™}, DSF^{2™}, CASS[™], etc, are trademarked Product names. Short descriptors of the Product names can be written in parentheses following the trademark, for example, DSF² (Identifies Deliverable Addresses and Specific Address Attributes). On the first reference of trademarks, use the short keyword definitions. On subsequent references, these definitions are optional.

Licensees that spell out the text representation of Product names in advertisements will be out of compliance, thus the advertisements will not be approved.

A listing of trademarks can be found at <http://ribbs.usps.gov/files/NCOALINK/TRADEMARKS.PDF>. It includes the most common trademarks used by Licensees in their marketing materials. The list is updated as new Product names become trademarks, yet it is not a comprehensive listing of all of the USPS owned trademarks.

ADDITIONAL RULES ON REGISTRATIONS AND TRADEMARKS

Below are further rules on registrations and trademarks:

- **Trademarks should be used as an adjective modifying a noun.**

RIGHT: My company is licensed to provide the NCOA^{Link™} service.
WRONG: My company is licensed to provide NCOA^{Link™}.

- **Do not use the possessive tense with trademarks.**

RIGHT: These United States Postal Service[®] Products require a license.
WRONG: The United States Postal Service's DSF^{2™} Product requires a license.

- **Do not make trademarks plural.**

RIGHT: Our company is conveniently located near two Post Office[™] locations.
WRONG: Our company is conveniently located near two Post Offices.

MOST COMMONLY MISUSED WORDS AND PHRASES

Here is a list of words and phrases commonly misused in advertisements.

- WRONG:** *CASS Certified addresses; CASS addresses; addresses were CASS certified; addresses must pass CASS certification*
- RIGHT:** *CASS processed addresses; CASS processing; addresses processed through CASS Certified software; software is CASS Certified; CASS Certified products*
- WHY:** CASS™ is a process. Addresses cannot be CASS Certified™; addresses can be CASS processed. The software or product the addresses are processed through must pass CASS certification. Thus only software and products can be CASS Certified.
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- WRONG:** *E-911 address conversions; 911 emergency response systems*
- RIGHT:** *911 address conversions; emergency response systems*
- WHY:** Since 911 has become a part of popular English language, the terms 911 and emergency have the same meaning and can be used interchangeably. As a result, the phrases E-911 and 911 emergency are redundant.
-
- WRONG:** *move updating; move update solution; move update data*
- RIGHT:** *change-of-address processing; updating addresses; updating address information; change-of-address solution; change-of-address data; Move Update requirement*
- WHY:** Move Update is a USPS® requirement, not a process. It is suggested that Licensees do not use move update or move updating when referring to updating addresses or address information, change-of-address solutions, data or processing.
-
- WRONG:** *track your customers; keep track of old and new customers; finding old customers and new prospects*
- RIGHT:** *keep up with customers; keep in contact with new and old customers; stay connected with customers and new prospects*
- WHY:** Tracking customers or finding customers or prospects alludes to skip tracing, which is prohibited under the standard NCOA^{Link}™ License Agreement.
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- WRONG:** *real-time move updating; real-time NCOA^{Link} updates*
- RIGHT:** *real-time change-of-address processing; real-time, NCOA^{Link} processing; real-time processing*
- WHY:** The phrases real-time move updating and real-time, NCOA^{Link} updates are misleading because they imply Licensees receive updated address information up-to-the-minute through NCOA^{Link}. Full Service and Limited Service Licensees receive weekly NCOA^{Link} updates. It is recommended the term real-time only be

used when referencing turnaround time or processing, i.e. real-time NCOA^{Link} processing. However, real-time is a conflicting term because NCOA^{Link} processing can only be performed in batch mode. Furthermore, batch mode is the opposite of real-time.

WRONG: NCOA^{Link} footnotes; NCOA^{Link} nixies; NCOA^{Link} nixie codes
RIGHT: NCOA^{Link} return codes

WHY: Return Codes is the proper terminology when referring to explanations of non-matches from NCOA^{Link}™. The terms Nixies and Nixie Codes are associated with legacy NCOA for possible reasons for non-matches.

WRONG: NCOA database; national change-of-address database; NCOA data
RIGHT: NCOA^{Link} database; change-of-address database; NCOA^{Link} data; change-of-address data

WHY: NCOA is the former change-of-address product, which was replaced with NCOA^{Link}. When referring to the database that contains the updated addresses or the data within the database, it is suggested Licensees use the terms NCOA^{Link} database and change-of-address database or NCOA^{Link} data or change-of-address data.

WRONG: If a match is made, NCOA^{Link} returns new address information.
RIGHT: If a match is made, the NCOA^{Link} process returns the new, as well as the old (original), address information.

WHY: Licensees must return both the updated address information and the input address, also referred to as the old or original address, to their customers. A processed list with only the new addresses is defined as a new movers list, which is prohibited under the standard NCOA^{Link} License Agreement.

WRONG: ABC Company is a partner of the United States Postal Service®.
RIGHT: ABC Company holds a non-exclusive license with the United States Postal Service.

WHY: Licensees shall not state or imply a partnership with the Postal Service™.

WRONG: The LACS^{Link} database is expected to have more than 6.1 million records by the end of the year.

RIGHT: The LACS^{Link} database has more than 5.3 million records.

WHY: The number of converted addresses in the LACS^{Link}™ database over a specific time cannot be projected.

NCOA^{Link} INFORMATION PACKAGE

All NCOA^{Link™} Licensees must provide an NCOA^{Link} Information Package, which includes the Processing Acknowledgement Form (PAF) and the Required Text Document, to their customers prior to performing NCOA^{Link} processing. These documents can be found at <http://www.ribbs.usps.gov/files/NCOALINK/> under the appropriate service level, FSP INFO or LSP INFO.

The NCOA^{Link} Full Service Provider Licensee Performance Requirements states:

“Licensee must, prior to processing any Mailing List through NCOA^{Link}, have on file for each customer submitting a Mailing List, a fully executed Processing Acknowledgement Form (PAF). In addition, the customer must be provided with a copy of the PAF along with the Required Text Document (see the sample PAF in Exhibit D and the Required Text Document in Exhibit E). Original hardcopies if these executed forms shall be maintained by Licensee and made available for Postal Service review for a period of 6 years from the date execution. Licensee will reproduce and provide this form and the Required Text Document to its customers at its own expense annually.”

All Licensees must submit an NCOA^{Link} Information Package, which includes at a minimum the Required Text Document and PAF, as part of their advertising for USPS[®] review and approval.

It is the Licensees' responsibility to provide the most updated version of these documents to their customers. Any modifications or updates to the Required Text Document or PAF will be noted on the Modifications document, which is found at <http://ribbs.usps.gov/files/NCOALINK/MODIFICATIONS.PDF>. Licensees may review this document to ensure they are providing their customers the most current documentation.

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